

# Medline General Terms and Conditions of Sale

## 1 Definitions and Scope of Application

(1) In these General Terms and Conditions of Sale, the following definitions apply:  
**Contract:** the contract between Medline and Customer for the sale and purchase of the Goods as concluded in accordance with clause 2 of these General Terms.

**Customer:** the entity purchasing the Goods from Medline.

**Delivery Date:** the agreed date for delivery of the Goods to Customer.

**General Terms:** the terms and conditions set out in these General Terms and Conditions of Sale.

**Goods:** the goods (or any part of them) set out in the Order.

**Logistics Guidelines:** Medline's logistics guidelines as amended from time to time by Medline.

**Medline:** Medline Sweden AB, with registered office at c/o Advokatfirman Engström, Jungmansgatan 12 Malmö 211 11 Sweden, with registration number 559356-5616. VAT number 559356-5616

**Order:** Customer's purchase order for the Goods.

**Specification:** any specification for the Goods, such as size, weight, operating parameters, loading capacities and other qualities of this nature, tolerances, technical data and similar information, including any related plans and drawings.

(2) These General Terms apply to all current and future Orders and Contracts.

(3) The Logistics Guidelines shall in its most recent version be deemed part of these General Terms. A copy of the Logistics Guidelines will be provided to Customer on first demand.

(4) Customer's general terms and conditions shall not apply, even if Medline unconditionally performs despite being aware of such terms and conditions. Deviations to the General Terms or the Contract only apply if agreed in writing between Medline and Customer. Any terms agreed in the Contract shall take precedence over these General Terms in case of conflict.

## 2 Conclusion of Contract

(1) The Contract between Medline and Customer is concluded through the placement of an Order by Customer and subsequent acceptance of this Order by Medline. An Order is binding to Customer. Medline shall confirm its acceptance of the Order either in writing or by delivery of the ordered Goods to Customer.

(2) Medline has no obligation to accept Orders.

(3) The Contract and these General Terms constitute the entire agreement between the parties. Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Medline which is not set out in the Contract.

## 3 Prices and Payment Terms

(1) Except in case of Force Majeure Event or inability per clause 16, prices indicated in quotes by Medline are binding for a period of 30 days as of the date of the quote. Absent any such quote, Medline's standard prices as applicable at the time the Order is placed shall apply.

(2) All prices stated are in kronor and do not include value added tax, which will be charged additionally at the applicable statutory rate. All prices are DDP Customer location specified in the Contract (INCOTERMS 2020).

(3) All invoices shall be due and payable in full within 30 days of the invoice date. If Customer does not fulfil its payment obligation within this term, it shall be in default of payment without any reminder being required.

(4) If Customer is in default of payment, Medline has the right to:

(a) charge default interest at a rate *per annum* equal to the ECB MRO rate as applicable on the date of issuance of the interest invoice, increased by 8 percentage points (8%);

(b) suspend deliveries; and/or

(c) assert further claims for damages.

(5) Customer's objections to the invoice do not suspend its payment obligation for the undisputed part of the invoice.

(6) If Customer is in default of payment it shall bear all costs associated with the recovery of the payment, in particular judicial and extrajudicial costs.

## 4 Specification

(1) Unless the Contract requires strict conformity to a Specification, any Specification provided by Medline is indicative only. Medline reserves the right to amend any Specification if required by any applicable statutory or regulatory requirement. Any deviations from the Specification that are customary in commercial transactions, or which constitute technical improvements, as well as the exchange of (individual) components for equivalent components are permissible provided that such deviation or exchange does not impair the intended use of the Goods.

(2) It is Customer's responsibility to select the appropriate Goods from Medline for Customer's needs.

## 5 Delivery and Performance

(1) Medline shall deliver the Goods at the Delivery Date (if applicable) in compliance with the Logistics Guidelines and to the location set out in the Contract or such other location as the parties may agree at any time after Medline notifies Customer that the Goods are ready for dispatch.

(2) Medline is not liable for any failure or delay in the delivery of the Goods to the extent that such failure or delay is caused by:

(a) Customer's failure to provide Medline with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;

(b) Customer's failure to accept the Goods at the agreed time on the Delivery Date;

(c) a Force Majeure Event as stated in clause 16; and/or

(d) Medline not having timely received deliveries from any relevant supplier.

The Delivery Date will be extended with a period of time corresponding to the duration of the event causing the delay, plus a reasonable start-up period. Any extension of a Delivery Date will be notified to Customer.

(4) Medline may make partial deliveries.

## 6 Packaging

(1) Medline will choose the packaging and mode of dispatch at its discretion.

(2) Customer must notify Medline in advance of any special delivery services (as further set out in the Logistics Guidelines) required by Customer. Medline shall not be obliged to accept such special delivery services. Any special delivery services accepted by Medline will be charged to Customer.

## 7 Title and Risk of Loss

To the extent permitted by law, title to the Goods shall remain with Medline until full payment of the purchase price of the Goods. Risk of loss in respect of the Products shall pass to Customer upon delivery of the Products as per the 2020 Incoterm set out in clause 3(2).

## 8 Duty to Examine

(1) Customer shall examine the Goods immediately after receipt and ultimately within 48 hours report to Medline in writing (and in accordance with the Logistics Guidelines) any apparent defects found during such examination.

(2) If Customer identifies a defect that could not have been identified in the course of a proper examination under clause 8(1), Customer must immediately report such defects to Medline in writing upon identifying such defect.

(3) Customer has a duty to take all reasonable and appropriate measures to prevent any further damage to the defective Goods.

(4) To the extent permitted by applicable law, claims in respect of any defects shall be excluded if Customer fails to report these defects in a timely manner as stated above.

## 9 Warranty and Defects

(1) Medline warrants that the Goods shall be free from material defects in design, material and workmanship. This warranty shall be applicable for a period of 12 months from the actual delivery date or such other period as stated on the Goods' labelling or as required by mandatory applicable law (warranty period).

(2) During the warranty period, Medline will, within a reasonable period of time and at Medline's free choice, remedy any timely reported defect by either:

(a) eliminating the defect (repair);

(b) delivering Goods free of defects (replacement delivery); or

(c) reducing the price of the Goods.

(3) All returned Goods and/or replaced parts thereof will become the property of Medline. Under no circumstances does the repair or replacement of Goods or parts interrupt or extend an original warranty period. Similarly, the warranty is not extended for periods when the Goods are not in use.

(4) The warranty shall not apply if Customer makes changes to the Goods nor shall it apply for defects that are caused by normal wear and tear or by improper handling, installation, storage, transport, disinfection or cleaning.

(5) Medline makes no other warranty, express or implied, in particular as to the suitability of the Goods for a specific purpose.

## 10 Liability

(1) Nothing in these Conditions shall limit or exclude Medline's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation;

or

- (c) any matter in respect of which it would be unlawful for Medline to exclude or restrict liability.
- (2) Subject to clause 10(1):
- (a) Medline shall only be liable for damages as a result of gross negligence up to the amount of the last Order; and
- (b) Medline shall under no circumstances whatsoever be liable to the Customer for loss of profit, claims by third parties or other direct, indirect or consequential damages.
- (c) Medline shall not be liable for any damages as a result of Customer's use of the Goods contrary to their labelling or intended use.
- (3) Customer shall without delay take all necessary efforts to limit any damages and its effects to a minimum.
- (4) The above exclusions and limitations of liability also apply in favor of Medline's affiliates, subsidiaries, legal representatives, agents, employees, subcontractors and any persons or entities mandated by Medline to fulfil its obligations.

#### **11 Customers' Insolvency**

- (1) To the extent permitted by law, Medline may by written notice, without limiting any other right or remedy available to Medline and without incurring any liability to Customer (i) terminate any Contract with immediate effect and/or (ii) cancel or suspend all further deliveries under any Contract if Customer:
- (a) files for bankruptcy protection;
- (b) makes a general assignment for the benefit of creditors;
- (c) takes the benefit of any insolvency, reorganization or other relief act;
- (d) has a receiver or trustee appointed for its property; or
- (e) becomes subject to any similar voluntary or involuntary proceedings.
- (2) Upon termination of the Contract all outstanding invoices in respect of Goods delivered to Customer become immediately due.
- (3) Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- (4) Clauses of these General Terms or any Contract which expressly or by implication survive termination of the Contract shall continue in full force and effect.

#### **12 Set-off / Retention**

Each party may set-off its claims only to the extent that its claims are legally established, uncontested or recognized. Each party may assert its retention rights only as provided for by law.

#### **13 Intellectual Property**

Customer agrees and acknowledges that all brand names, trade names, trademarks, patents, designs, copyrights, trade secrets and other intellectual property, regardless of the country of registration, relating to or used in association with the Goods (the "Intellectual Property"), belong to and are entirely owned by Medline and/or its affiliates. Customer shall not attempt to patent, register or misappropriate any of Medline's Intellectual Property. Customer shall notify Medline of any infringement or threatened infringement of any Intellectual Property.

#### **14 Indemnification**

- (1) If a third party brings an action against Medline for defects in the Goods, Medline is entitled to determine the extent of the actions necessary for its defense. Customer undertakes to support Medline in its defense in all respects.
- (2) Customer shall defend, indemnify and hold Medline harmless from and against any and all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) which may be brought against or incurred by Medline relating to any actual or alleged (i) breach, negligence, mistake, error or omission on Customer's part or on the part of any of Customer's employees or representatives or (ii) infringement of a third party's intellectual property rights arising out of or in connection with Medline's use of the Specification for Goods manufactured in accordance with a Specification supplied by Customer.
- (3) This clause 14 shall survive termination of the Contract.

#### **15 Data Protection**

Both parties shall comply with all applicable data protection legislation to the extent they process, exchange or receive (whether or not intentionally) personal data, in their respective performance of the Contract. In case the Contract should come to include any processing of personal data on behalf of the other party in the meaning of applicable data protection legislation, the parties will enter into an adequate data processing agreement. The parties will comply with all such applicable data protection legislation to the extent they process personal data in

their capacity as controller or processor of such data (such as contact person information of the representatives of the other party). For the avoidance of doubt, the parties agree to maintain such personal data confidential in accordance with the provisions of clause 18.

#### **16 Force Majeure**

- (1) In the event (i) Medline's performance of any term or condition under these General Terms or any Contract is delayed or prevented in whole or in part because of or related to:
- (a) Compliance with any law, decree, request, or order of any governmental agency or authority, whether local, state, provincial or federal;
- (b) Riots, war, acts of terrorism, public disturbances, strikes, lockouts, labor disputes, fires, explosions, storms, floods, pandemics or epidemics, acts of God, accidents of navigation, breakdown or failure of transportation, manufacturing, distribution, storage or processing facilities;
- (c) Failure of or interference with the manufacture or delivery of the Goods;
- (d) the imposition of new or increased tariffs, taxes, duties and the like;
- (e) shortages or unavailability of raw materials; and/or
- (f) For any other reason (whether or not of the same class or kind as herein set forth) which is not within the reasonable control of Medline and which by the exercise of reasonable diligence Medline is unable to prevent, each such occurrences referred to as a Force Majeure Event,
- or (ii) of an inability for Medline to obtain at reasonable prices or in sufficient quantities the Goods or the raw materials, chemicals, material, fuel, power, energy, labor, containers, transportation or equipment relating to the production or supply of the Goods, then Medline may at its option suspend performance, deliveries or receipts during the period so affected, and Medline shall not be held liable on account thereof.
- (2) Notwithstanding any other term or condition of the General Terms or any Contract, in case of a Force Majeure Event or inability affecting Medline as described above, Medline may apportion its available supply of such Goods among its purchasers on any basis without incurring any liability and/or adjust the prices of the Goods to offset increased costs.

#### **17 Severability and Assignment**

- (1) Any provision of the General Terms or any Contract which is invalid or unenforceable in the applicable jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof. Medline and Customer shall in good faith seek to replace the invalid or unenforceable provision with a provision that is valid and enforceable and that comes as close as possible to expressing the intention of the original provision.
- (2) Medline may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Medline.

#### **18 Confidentiality**

- (1) Medline may disclose or make available to Customer information relating to Medline group's business or Goods ("Confidential Information"). The existence and content of the Contract are also Confidential Information.
- (2) Customer undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with its obligations under the Contract and these General Terms and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Contract and these General Terms. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of Customer or Customer is required to disclose it by law. Any breach of Customer's obligations under this clause 18 by its officers and employees shall be deemed to be a breach by Customer. Except to the extent required under applicable law or necessary for the performance of surviving obligations under the Contract, all Confidential Information shall be returned to Medline or, if requested, destroyed upon termination or expiry of the Contract.

#### **19 Governing Law and Jurisdiction**

- (1) The Contract shall in all respects be governed by, and construed in accordance with the laws of Sweden excluding the rules relating to the conflict of laws and the 1980 Vienna Convention on the international sale of goods.
- (2) The Parties agree to submit any and all disputes arising under the Contract to the competent court in Stockholm and both parties consent, regardless of any law or treaty to the contrary, to the exclusive jurisdiction of such court.

## **20 Miscellaneous**

(1) Customer has no right, power or authority to bind Medline to any agreement or obligation in relation to any third party. These General Terms and any Contract is binding on and inures to the benefit of each of Medline's and Customer's respective successors and assigns.

(2) No waiver by Medline of any breach or series of breaches or defaults in performance by Customer, and no failure, refusal or neglect of Medline to exercise any right, power, or option given to it hereunder or to insist upon strict compliance with or performance of Customer's obligations under these General Terms or any Contract, shall constitute a waiver of the provisions of these General Terms or such Contract with respect to any subsequent breach thereof or a waiver by Medline of its right at any time thereafter to require exact and strict compliance with the provisions thereof.